



The City of Morgantown

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Morgantown, West Virginia 26505
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www.morgantownwv.gov

Office of the City Clerk

AGENDA MORGANTOWN CITY COUNCIL REGULAR MEETING

August 24, 2021
7:00 p.m.

1. **Call to order:**
2. **Roll Call:**
3. **Pledge to the Flag:**
4. **Approval of Minutes:** August 10, 2021, Special Meeting minutes; August 10, 2021, Regular Meeting minutes.
5. **Correspondence:**
6. **Public Hearings:**
 - A. **An Ordinance setting forth the rates, fees, and charges for service to customers of the Waterworks System serving the City of Morgantown**
 - B. **An Ordinance setting forth the rates, fees, and charges for service to customers of the Sewerage System serving the City of Morgantown**
 - C. **An Ordinance amending article 929, Sections 929.05 and 929.06 of the Morgantown City Code, as the same apply to Stormwater Management Rates and Fees**
 - D. **An Ordinance amending the FY 2021-2022 Annual Budget of the City of Morgantown as shown in the revised budget attached hereto and made a part of this ordinance as the same applies to the General Fund**
7. **Unfinished Business:**
 - A. **Consideration of Approval of (*Second Reading*) of An Ordinance setting forth the rates, fees, and charges for service to customers of the Waterworks System serving the City of Morgantown (*First reading 08/10/2021*)**
 - B. **Consideration of Approval of (*Second Reading*) of An Ordinance setting forth the rates, fees, and charges for service to customers of the Sewerage System serving the City of Morgantown (*First reading 8/10/2021*)**
 - C. **Consideration of Approval of (*Second Reading*) of An Ordinance amending article 929, Sections 929.05 and 929.06 of the Morgantown City Code, as the same apply to Stormwater Management Rates and Fees (*First reading 08/10/2021*)**

D. Consideration of Approval of (*Second Reading*) of An Ordinance amending the FY 2021-2022 Annual Budget of the City of Morgantown as shown in the revised budget attached hereto and made a part of this ordinance as the same applies to the General Fund (*First reading 08/10/2021*)

E. Boards & Commissions:

8. Public Portion which shall be subject to rules established by council and adopted by Resolution:

9. Special Committee Reports:

A. Police Review & Advisory Board – *Mayor Selin, ex officio*

B. Special Committee on Unsheltered Homelessness – *Members; Mayor Selin, Deputy Mayor Trumble, and Councilor Vega, Councilor Harshbarger, and Councilor Butcher.*

10. Consent Agenda: *Reminder: Matters on the Consent Agenda are voted on collectively without any debate. If any member objects, an item is removed and considered under New Business.*

11. New Business:

A. Consideration of Approval of a Resolution supporting the City of Morgantown seeking approval for a Utility Box Mural in Morgantown

B. Consideration of Acceptance of Morgantown Grant from Federal Aviation Administration at the Morgantown Municipal Airport.

C. Consideration of Approval of a Resolution authorizing an application for the WVDEP covered Electronic Devices Grant

D. Consideration of Approval of (First Reading) of an Ordinance approving an Easement to Mon Power

E. Consideration of Approval of a Resolution amending the 2021 – 2022 budget revision for the Morgantown Capital Escrow Fund

12. City Manager's Report:

13. Report from City Clerk:

14. Report from City Attorney:

15. Report from Council Members:

16. Executive Session:

A. Pursuant to West Virginia Code §6-9A-4(b)(9) to discuss development or acquisition of property in First Ward.

17. Adjournment:

***For accommodations, please contact us at 304-288-7072.**

City of Morgantown

SPECIAL MEETING August 10, 2021

Special Meeting August 10, 2021: The Special Meeting of the Common Council of the City of Morgantown was held in City Hall Council Chambers on Tuesday, August 10, 2021, at 6:05 p.m.

PRESENT: Mayor Jenny Selin, Deputy Mayor Danielle Trumble, Council Members Joe Abu-Ghannam, Bill Kawecki, Ixya Vega, Dave Harshbarger, and Brian Butcher.

The meeting was called to order by Mayor Selin.

Executive Session: Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss Personnel Matters in considering new appointments for Board and Commissions. Motion by Councilor Kawecki, second by Councilor Butcher, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:06 p.m.

BOPARC Commission

6:00 p.m. – Jim Heiko

Ward & Boundary Commission

6:40 p.m. – Chip Wamsley

BOPARC Commission

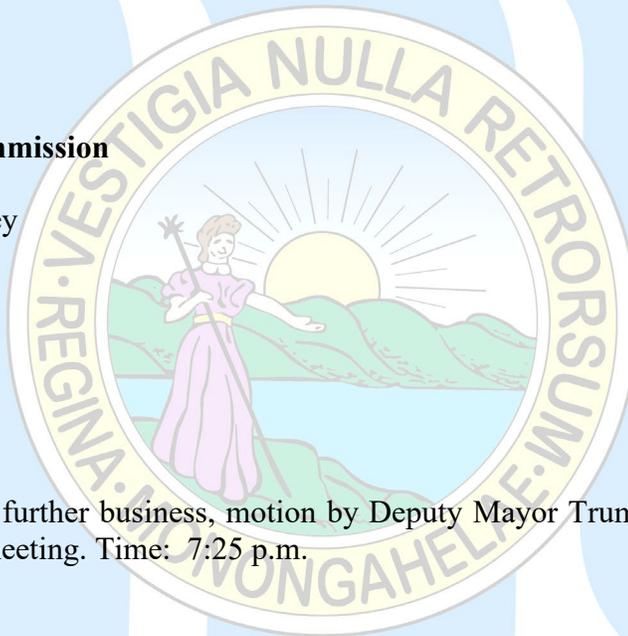
6:40 p.m. – Rachel Fetty

ADJOURNMENT:

There being no further business, motion by Deputy Mayor Trumble, second by Councilor Butcher, to adjourn the meeting. Time: 7:25 p.m.

City Clerk

Mayor



CITY OF MORGANTOWN

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATERWORKS SYSTEM SERVING THE CITY OF MORGANTOWN.

THE COUNCIL OF THE CITY OF MORGANTOWN HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal water services provided to all general domestic, commercial and industrial users of the Municipal Waterworks System serving the City of Morgantown, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

SECTION 1 – TARIFF

927.01 RATE SCHEDULES

The following schedules of rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges are hereby fixed and determined as the rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges to be charged to consumers of the waterworks system serving the City throughout the entire territory served.

SCHEDULE NO. 1

APPLICABILITY

Applicable in entire territory served, excluding the area previously served by River Road Public Service District.

AVAILABILITY OF SERVICE

Available for general, domestic, commercial and industrial service.

RATES (Effective for bills rendered on or after August 25, 2021)

<u>Gallons Used Per Month</u>	<u>Rate Per 1,000 Gallons</u>
First 60,000	\$5.15 <u>\$5.82</u>
All Over 60,000	\$3.37 <u>\$3.81</u>

RATES (Effective for bills rendered on or after July 1, 2023)

<u>Gallons Used Per Month</u>		<u>Rate Per 1,000 Gallons</u>
First	60,000	\$5.99
All Over 60,000		\$3.92

RATES (Effective for bills rendered on or after July 1, 2024)

<u>Gallons Used Per Month</u>		<u>Rate Per 1,000 Gallons</u>
First	60,000	\$6.17
All Over 60,000		\$4.04

RATES (Effective for bills rendered on or after July 1, 2025)

<u>Gallons Used Per Month</u>		<u>Rate Per 1,000 Gallons</u>
First	60,000	\$6.36
All Over 60,000		\$4.16

MINIMUM CHARGE (Effective for bills rendered on or after August 25, 2021)

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

<u>Meter (inches)</u>	<u>Rate Per Month</u>
5/8 inch or less	\$ 5.15 <u>5.82</u>
3/4 inch	\$ 7.76 <u>8.73</u>
1 inch	\$ 12.88 <u>14.55</u>
1 1/2 inch	\$ 25.74 <u>29.10</u>
2 inch	\$ 41.18 <u>46.56</u>
3 inch	\$ 77.21 <u>93.12</u>
4 inch	\$ 128.68 <u>145.50</u>
6 inch	\$ 257.36 <u>291.00</u>
8 inch	\$ 411.77 <u>465.60</u>

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2023)

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

<u>Meter (inches)</u>	<u>Rate Per Month</u>
5/8 inch or less	\$ <u>5.99</u>

Strike and Insert

3/4	inch	\$ 8.99
1	inch	\$ 14.98
1 1/2	inch	\$ 29.95
2	inch	\$ 47.92
3	inch	\$ 95.84
4	inch	\$149.75
6	inch	\$299.50
8	inch	\$479.20

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2024)

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$ 6.17
3/4 inch	\$ 9.26
1 inch	\$ 15.43
1 1/2 inch	\$ 30.85
2 inch	\$ 49.36
3 inch	\$ 98.72
4 inch	\$154.25
6 inch	\$308.50
8 inch	\$493.60

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2025)

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$ 6.36
3/4 inch	\$ 9.54
1 inch	\$ 15.90
1 1/2 inch	\$ 31.80
2 inch	\$ 50.88
3 inch	\$101.76
4 inch	\$159.00
6 inch	\$318.00
8 inch	\$508.80

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

TAP FEE

The following charges are to be made whenever the utility installs a new tap to serve an applicant:

<u>Meter (inches)</u>	<u>Tap Fee</u>
5/8 inch or less	\$ 700.00
3/4 inch	\$ 700.00
1 inch	\$1,000.00
1 1/2 inch	\$1,500.00
2 inch	\$2,000.00
>2 inch	Actual Cost

RECONNECTION CHARGE

A fee of ~~fifteen dollars (\$15.00)~~ **twenty-five dollars (\$25.00)** during Utility Board regular working hours and an additional fee of ~~twenty-five dollars (\$25.00)~~ **thirty dollars (\$30.00)** after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

LEAK ADJUSTMENT

~~\$0.615~~ **\$0.814** per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

RETURNED CHECK CHARGE

A service charge of ~~twenty dollars (\$20.00)~~ **twenty-five dollars (\$25.00)** will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

QUARRY RUN DEBT SERVICE SURCHARGE

Applicable only to customers in the Quarry Run area: \$40.00 per month, per customer.

This surcharge will be evaluated annually and, in the event that a change in the number of

customers results in a five percent (5%) change in the rate, the rate will be adjusted.

ROCKLEY ROAD DEBT SERVICE SURCHARGE

Applicable only to customers in the Rockley Road area: \$77.69 per month, per customer.

This surcharge will be evaluated annually and, in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.

SCHEDULE NO. 2

APPLICABILITY

Applicable in entire territory served, excluding the area previously served by River Road Public Service District.

AVAILABILITY OF SERVICE

Available for general, domestic, commercial and industrial service.

RATES (Effective for bills rendered on or after August 25, 2021)

<u>Gallons Used Bi-Monthly</u>	<u>Rate Per 1,000 Gallons</u>
First 120,000	\$5.15 <u>\$5.82</u>
All Over 120,000	\$3.37 <u>\$3.81</u>

RATES (Effective for bills rendered on or after July 1, 2023)

<u>Gallons Used Bi-Monthly</u>	<u>Rate Per 1,000 Gallons</u>
First 120,000	<u>\$5.99</u>
All Over 120,000	<u>\$3.92</u>

RATES (Effective for bills rendered on or after July 1, 2024)

<u>Gallons Used Bi-Monthly</u>	<u>Rate Per 1,000 Gallons</u>
First 120,000	<u>\$6.17</u>
All Over 120,000	<u>\$4.04</u>

RATES (Effective for bills rendered on or after July 1, 2025)

<u>Gallons Used Bi-Monthly</u>	<u>Rate Per 1,000 Gallons</u>
First 120,000	<u>\$6.36</u>
All Over 120,000	<u>\$4.16</u>

MINIMUM CHARGE (Effective for bills rendered on or after August 25, 2021)

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

<u>Meter (inches)</u>	<u>Rate Per (Bi-Monthly)</u>
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Strike and Insert

5/8	inch or less	\$10.30	\$11.64
3/4	inch	\$15.52	\$17.46
1	inch	\$25.76	\$29.10
1 1/2	inch	\$51.48	\$58.20
2	inch	\$82.36	\$93.12
3	inch	\$154.42	\$186.24
4	inch	\$257.36	\$291.00
6	inch	\$514.72	\$582.00
8	inch	\$823.54	\$931.20

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2023)

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per (Bi-Monthly)
5/8 inch or less	\$ 11.98
3/4 inch	\$ 17.98
1 inch	\$ 29.96
1 1/2 inch	\$ 59.90
2 inch	\$ 95.84
3 inch	\$191.68
4 inch	\$299.50
6 inch	\$599.00
8 inch	\$958.40

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2024)

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per (Bi-Monthly)
5/8 inch or less	\$ 12.34
3/4 inch	\$ 18.52
1 inch	\$ 30.86
1 1/2 inch	\$ 61.70
2 inch	\$ 98.72
3 inch	\$197.44
4 inch	\$308.50
6 inch	\$617.00
8 inch	\$987.20

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2025)

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per (Bi-Monthly)
5/8 inch or less	\$ 12.72
3/4 inch	\$ 19.08
1 inch	\$ 31.80
1 1/2 inch	\$ 63.60
2 inch	\$ 101.76
3 inch	\$ 203.52
4 inch	\$ 318.00
6 inch	\$ 636.00
8 inch	\$1,017.60

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

TAP FEE

The following charges are to be made whenever the utility installs a new tap to serve an applicant:

<u>Meter (inches)</u>	<u>Tap Fee</u>
5/8 inch or less	\$ 700.00
3/4 inch	\$ 700.00
1 inch	\$1,000.00
1 1/2 inch	\$1,500.00
2 inch	\$2,000.00
>2 inch	Actual Cost

RECONNECTION CHARGE

A fee of ~~fifteen dollars (\$15.00)~~ twenty-five dollars (\$25.00) during Utility Board regular working hours and an additional fee of ~~twenty-five dollars (\$25.00)~~ thirty dollars (\$30.00) after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

LEAK ADJUSTMENT

~~\$0.615~~ **\$0.814** per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

RETURNED CHECK CHARGE

A service charge of ~~twenty dollars (\$20.00)~~ **twenty-five dollars (\$25.00)** will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

QUARRY RUN DEBT SERVICE SURCHARGE

Applicable only to customers in the Quarry Run area: \$80.00 bi-monthly, per customer.

This surcharge will be evaluated annually and in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.

ROCKLEY ROAD DEBT SERVICE SURCHARGE

Applicable only to customers in the Rockley Road area: \$155.38 bi-monthly, per customer.

This surcharge will be evaluated annually and in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.

SCHEDULE NO. 3

APPLICABILITY

Applicable in the City of Morgantown.

AVAILABILITY OF SERVICE

Available for service to public fire hydrants.

RATES

Effective for bills rendered on or after August 25, 2021, the City of Morgantown shall pay as a public fire charge at the rate of ~~\$133.00~~ \$150.29 per hydrant per annum, payable in twelve equal monthly installments.

Effective for bills rendered on or after July 1, 2023, the City of Morgantown shall pay as a public fire charge at the rate of \$154.80 per hydrant per annum, payable in twelve equal monthly installments.

Effective for bills rendered on or after July 1, 2024, the City of Morgantown shall pay as a public fire charge at the rate of \$159.44 per hydrant per annum, payable in twelve equal monthly installments.

Effective for bills rendered on or after July 1, 2025, the City of Morgantown shall pay as a public fire charge at the rate of \$164.22 per hydrant per annum, payable in twelve equal monthly installments.

These charges cover all water system facilities existing at Morgantown, West Virginia which are used in whole or in part for public fire service.

SCHEDULE NO. 4

APPLICABILITY

Applicable in the municipalities served by the Board excluding the City of Morgantown.

AVAILABILITY OF SERVICE

Available for service to public fire hydrants.

RATE

Effective for bills rendered on or after August 25, 2021, any municipality shall pay as a public fire charge at the rate of ~~\$133.00~~ \$150.29 per hydrant per annum, payable in twelve equal monthly installments.

Effective for bills rendered on or after July 1, 2023, any municipality shall pay as a public fire charge at the rate of \$154.80 per hydrant per annum, payable in twelve equal monthly installments.

Effective for bills rendered on or after July 1, 2024, any municipality shall pay as a public fire charge at the rate of \$159.44 per hydrant per annum, payable in twelve equal monthly installments.

Effective for bills rendered on or after July 1, 2025, any municipality shall pay as a public fire charge at the rate of \$164.22 per hydrant per annum, payable in twelve equal monthly installments.

These charges cover all water system facilities existing in any municipality which are used in whole or in part for public fire service.

SCHEDULE NO. 5

APPLICABILITY

Applicable in entire territory served (except municipalities).

AVAILABILITY OF SERVICE

Available for service to private fire protection facilities.

RATES (Effective for bills rendered on or after August 25, 2021)

	<u>Per Annum</u>
Fire Hydrants, each	\$192.85 <u>\$217.92</u>
Sprinkler Heads, 312 or less	\$192.85 <u>\$217.92</u>
Sprinkler Heads, each additional	\$0.692 <u>\$0.782</u>
<u>Hose Connections, for fire use only:</u>	
2 1/2 inch openings, each	\$112.39 <u>\$127.00</u>
2 inch openings, each	\$59.79 <u>\$66.43</u>
1 1/2 inch openings, each	\$32.25 <u>\$36.44</u>
1 1/4 inch openings, each	\$21.28 <u>\$24.05</u>
1 inch openings, each	\$13.30 <u>\$15.03</u>

RATES (Effective for bills rendered on or after July 1, 2023)

	<u>Per Annum</u>
<u>Fire Hydrants, each</u>	<u>\$224.46</u>
<u>Sprinkler Heads, 312 or less</u>	<u>\$224.46</u>
<u>Sprinkler Heads, each additional</u>	<u>\$ 0.805</u>
<u>Hose Connections, for fire use only:</u>	
<u>2 1/2 inch openings, each</u>	<u>\$130.81</u>
<u>2 inch openings, each</u>	<u>\$ 68.42</u>
<u>1 1/2 inch openings, each</u>	<u>\$ 37.53</u>
<u>1 1/4 inch openings, each</u>	<u>\$ 24.77</u>
<u>1 inch openings, each</u>	<u>\$ 15.48</u>

RATES (Effective for bills rendered on or after July 1, 2024)

	<u>Per Annum</u>
<u>Fire Hydrants, each</u>	<u>\$231.19</u>
<u>Sprinkler Heads, 312 or less</u>	<u>\$231.19</u>

Sprinkler Heads, each additional	\$ 0.829
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Hose Connections, for fire use only:

2 1/2 inch openings, each	\$134.73
2 inch openings, each	\$ 70.47
1 1/2 inch openings, each	\$ 38.66
1 1/4 inch openings, each	\$ 25.51
1 inch openings, each	\$ 15.94

RATES (Effective for bills rendered on or after July 1, 2025)

Per Annum

Fire Hydrants, each	\$238.13
Sprinkler Heads, 312 or less	\$238.13
Sprinkler Heads, each additional	\$ 0.854

Hose Connections, for fire use only:

2 1/2 inch openings, each	\$138.77
2 inch openings, each	\$ 72.58
1 1/2 inch openings, each	\$ 39.82
1 1/4 inch openings, each	\$ 26.28
1 inch openings, each	\$ 16.42

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

TERMS AND CONDITIONS OF SERVICE

Charges for service rendered under this schedule are billed bi-monthly in arrears, and bills are payable on or before the twentieth (20th) day following the date rendered.

RETURNED CHECK CHARGE

A service charge of ~~twenty dollars (\$20.00)~~ twenty-five dollars (\$25.00) will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 6

APPLICABILITY

Applicable in the area previously served by River Road Public Service District. These rates shall be reviewed within 90 days following the maturity of any related long-term bonds. Effective for bills rendered on or after August 25, 2021.

AVAILABILITY OF SERVICE

Available for general, domestic, commercial and industrial service.

RATES (customers with metered water supply)

First 2,000 gallons used per month	\$14.40 per 1,000 gallons
Next 3,000 gallons used per month	\$13.24 per 1,000 gallons
Next 5,000 gallons used per month	\$12.60 per 1,000 gallons
All Over 10,000 gallons used per month	\$11.81 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

<u>Meter (inches)</u>	<u>Rate Per Month</u>
5/8 inch or less	\$ 28.80
3/4 inch	\$ 43.00
1 inch	\$ 72.00
1 1/2 inch	\$ 150.00
2 inch	\$ 230.40
3 inch	\$ 460.80
4 inch	\$ 720.00
6 inch	\$1,400.00
8 inch	\$2,500.00

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

TAP FEE

The following charges are to be made whenever the utility installs a new tap to serve an

applicant:

<u>Meter (inches)</u>	<u>Tap Fee</u>
5/8 inch or less	\$ 700.00
3/4 inch	\$ 700.00
1 inch	\$1,000.00
1 1/2 inch	\$1,500.00
2 inch	\$2,000.00
>2 inch	Actual Cost

RECONNECTION CHARGE

A fee of ~~fifteen dollars (\$15.00)~~ twenty-five dollars (\$25.00) during Utility Board regular working hours and an additional fee of ~~twenty-five dollars (\$25.00)~~ thirty dollars (\$30.00) after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

LEAK ADJUSTMENT

~~\$0.615~~ \$0.814 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

RETURNED CHECK CHARGE

A service charge of ~~twenty dollars (\$20.00)~~ twenty-five dollars (\$25.00) will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SECTION 2 – EFFECTIVE DATE

The provisions of this Ordinance shall become effective on August 25, 2021.

SECTION 3 – SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are severable and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 4 – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall cause to be published a copy of this Ordinance in the *Dominion Post*, a qualified newspaper of general circulation in the City of Morgantown, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the City Council on Tuesday, August 17, 2021, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Clerk, City of Morgantown, Morgantown, West Virginia.

First Reading: August 10, 2021

Second Reading
and Public Hearing: August 24, 2021

CITY OF MORGANTOWN, a municipal corporation

Mayor: _____

Clerk: _____

CITY OF MORGANTOWN

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWERAGE SYSTEM SERVING THE CITY OF MORGANTOWN.

THE COUNCIL OF THE CITY OF MORGANTOWN HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal sewerage services provided to all general domestic, commercial, industrial and resale users and customers of the Municipal Sewage Treatment Plant and Collection System serving the City of Morgantown, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

SECTION 1 – TARIFF

921.06 RATE SCHEDULES

The following schedules of rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges are hereby fixed and determined as the rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges to be charged to consumers of the sewer works system serving the City throughout the entire territory served.

SCHEDULE NO. 1

APPLICABILITY

Applicable to the entire territory served, except that served by the Cheat Lake Wastewater Treatment Plant, the former Canyon Public Service District and the former Scott’s Run Public Service District.

AVAILABILITY OF SERVICE

Available for sanitary sewer service.

RATES (Effective for bills rendered on or after August 25, 2021)

Based upon the metered amount of water supplied.

<u>Gallons Used</u>	<u>Rate</u>
First 60,000 per month or 120,000 bi-monthly	\$8.74 \$9.79 per 1,000 gallons
All Over 60,000 per month or 120,000 bi-monthly	\$7.50 \$8.40 per 1,000 gallons

MINIMUM CHARGE (Effective for bills rendered on or after August 25, 2021)No bill will be rendered for less than the following amounts:

Per Month	\$ 9.79
Bi-Monthly	\$19.58

RATES (Effective for bills rendered on or after July 1, 2023)Based upon the metered amount of water supplied.

Gallons Used	Rate
First 60,000 per month or 120,000 bi-monthly	\$10.08 per 1,000 gallons
All Over 60,000 per month or 120,000 bi-monthly	\$8.65 per 1,000 gallons

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2023)No bill will be rendered for less than the following amounts:

Per Month	\$10.08
Bi-Monthly	\$20.16

RATES (Effective for bills rendered on or after July 1, 2024)Based upon the metered amount of water supplied.

Gallons Used	Rate
First 60,000 per month or 120,000 bi-monthly	\$10.38 per 1,000 gallons
All Over 60,000 per month or 120,000 bi-monthly	\$8.91 per 1,000 gallons

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2024)No bill will be rendered for less than the following amounts:

Per Month	\$10.38
Bi-Monthly	\$20.76

RATES (Effective for bills rendered on or after July 1, 2025)Based upon the metered amount of water supplied.

Gallons Used	Rate
First 60,000 per month or 120,000 bi-monthly	\$10.69 per 1,000 gallons
All Over 60,000 per month or 120,000 bi-monthly	\$9.18 per 1,000 gallons

MINIMUM CHARGE (Effective for bills rendered on or after July 1, 2025)

No bill will be rendered for less than the following amounts:

Per Month	\$10.69
Bi-Monthly	\$21.38

TAP FEE

A tap fee of seven hundred dollars (\$700.00) will be charged to all customers making a new connection to the sewer system.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

RECONNECTION CHARGE

A fee of ~~fifteen dollars (\$15.00)~~ twenty-five dollars (\$25.00) during Utility Board regular working hours and an additional fee of ~~twenty five (\$25.00)~~ thirty dollars (\$30.00) after hours shall be charged whenever the service is disconnected for violation of rules, nonpayment of bills or fraudulent use of water. No such charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

LEAK ADJUSTMENT

~~\$0.525~~ \$0.665 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

SUNSHINE ESTATES DEBT SERVICE SURCHARGE

Applicable only to customers in the Sunshine Estates area:

\$32.00 per month per customer or \$64.00 bi-monthly per customer. This surcharge will be evaluated annually and, in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.

SUNSHINE ESTATES DCPSD TRANSPORTATION SURCHARGE

Applicable only to customers in the Sunshine Estates area:

\$0.74 per 1,000 gallons

The surcharges described immediately above shall become effective upon completion of the Sunshine Estates Sewer Project and activation of public sewer service.

RETURNED CHECK CHARGE

A service charge of ~~twenty dollars (\$20.00)~~ **twenty-five dollars (\$25.00)** will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 2

APPLICABILITY

Applicable to territory served by Cheat Lake Wastewater Treatment Plant. Effective for bills rendered on or after August 25, 2021.

AVAILABILITY OF SERVICE

Available for sanitary sewer service.

RATES (Based on the metered amount of water supplied)

Gallons Used

First 2,000 per month or 4,000 bi-monthly	\$10.85 per 1,000 gallons
Next 8,000 per month or 16,000 bi-monthly	\$ 9.92 per 1,000 gallons
Next 20,000 per month or 40,000 bi-monthly	\$ 9.30 per 1,000 gallons
Next 30,000 per month or 60,000 bi-monthly	\$ 8.68 per 1,000 gallons
Next 940,000 per month or 1,880,000 bi-monthly	\$ 7.44 per 1,000 gallons
Next 1,000,000 per month or 2,000,000 bi-monthly	\$ 6.82 per 1,000 gallons

MINIMUM CHARGE

Per Month	\$21.70
Bi-Monthly	\$43.40

TAP FEE

A fee of seven hundred dollars (\$700.00) will be charged for new customers connecting to the sewerage system.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

RECONNECTION CHARGE

A fee of ~~fifteen (\$15.00)~~ twenty-five dollars (\$25.00) during Utility Board regular working hours and an additional fee of ~~twenty-five dollars (\$25.00)~~ thirty dollars (\$30.00) after hours shall be charges whenever the service is disconnected for violation of rules, nonpayment of bills, or fraudulent use of water. No such charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

LEAK ADJUSTMENT

\$1.404 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

RETURNED CHECK CHARGE

A service charge of ~~twenty dollars (\$20.00)~~ twenty-five dollars (\$25.00) will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 3

APPLICABILITY

Applicable to territory served by Star City Wastewater Treatment Plant and delivered by other systems.

AVAILABILITY OF SERVICE

Available for sanitary sewer service to other systems.

RATES

Effective for bills rendered on or after August 25, 2021, all wastewater from other systems will be treated at the approved rate of ~~\$2.81~~ \$3.15 per 1,000 gallons.

Effective for bills rendered on or after July 1, 2023, all wastewater from other systems will be treated at the approved rate of \$3.24 per 1,000 gallons.

Effective for bills rendered on or after July 1, 2024, all wastewater from other systems will be treated at the approved rate of \$3.34 per 1,000 gallons.

Effective for bills rendered on or after July 1, 2025, all wastewater from other systems will be treated at the approved rate of \$3.44 per 1,000 gallons.

SCHEDULE NO. 4

APPLICABILITY

Applicable to the former Canyon Public Service District service area. Effective for bills rendered on or after August 25, 2021.

AVAILABILITY OF SERVICE

Available for sanitary sewer service.

RATES (Customers with metered water supply)

Service Charge	\$8.50 per month or \$17.00 bi-monthly
Usage Charge	\$8.67 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following based on meter size:

Meter Size	Minimum Charge
5/8"	\$ 25.84 per month or \$ 51.68 bi-monthly
1 1/2"	\$125.78 per month or \$251.56 bi-monthly
2"	\$201.02 per month or \$402.04 bi-monthly

FLAT RATE CHARGE

Customers with non-metered water supply \$25.84 per month or \$51.68 bi-monthly.

TAP FEE

A tap fee of seven hundred dollars (\$700.00) will be charged to all customers making a new connection to the sewer system.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

DISCONNECTION/RECONNECT/ADMINISTRATION FEES

Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with the Cheat View Public Service District, a disconnection fee of ~~fifteen dollars (\$15.00)~~ twenty-five dollars (\$25.00) shall be charged, or in the event the delinquent sewer bill is collected by Cheat View Public Service District, an administrative fee of ~~fifteen dollars (\$15.00)~~ twenty-five dollars (\$25.00) shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Cheat View Public Service District, is reconnected, a reconnection fee of ~~fifteen dollars (\$15.00)~~ twenty-five dollars (\$25.00) shall be charged.

LEAK ADJUSTMENT

~~\$0.526~~ \$0.665 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

RETURNED CHECK CHARGE

A service charge of ~~twenty dollars (\$20.00)~~ twenty-five dollars (\$25.00) will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 5

APPLICABILITY

Applicable to the former Scott’s Run Public Service District service area. Effective for bills rendered on or after August 25, 2021.

AVAILABILITY OF SERVICE

Available for sanitary sewer service.

RATES (Customers with metered water supply)

Service Charge	\$8.50 per month or \$17.00 bi-monthly
Usage Charge	\$8.53 per 1,000 gallons

FLAT RATE CHARGE (Customer with non-metered water supply)

Equivalent to 4,000 gallons water usage, \$42.62 monthly, or
Equivalent to 8,000 gallons water usage, \$85.24 bi- monthly

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

TAP FEE

A tap fee of seven hundred dollars (\$700.00) will be charged to all customers making a new connection to the sewer system.

DISCONNECT/RECONNECT/ADMINISTRATIVE FEES

Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with Pleasant Valley Public Service District, a disconnection fee of twenty dollars (\$20.00) shall be charged or in the event the delinquent sewer bill is collected by Pleasant Valley Public Service District, an administrative fee of twenty dollars (\$20.00) shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Pleasant Valley Public Service District, is reconnected, a reconnection fee of twenty dollars (\$20.00) shall be charged.

RETURNED CHECK CHARGE

A service charge of ~~twenty dollars (\$20.00)~~ twenty-five dollars (\$25.00) will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

~~\$0.526~~ \$0.665 per 1,000 gallons of water is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on customer's side of meter. This rate shall be applied to all consumption above the customer's historical average usage.

SECTION 2 – EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective August 25, 2021.

SECTION 3 – SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are severable and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 4 – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall cause to be published a copy of this Ordinance in the *Dominion Post*, a qualified newspaper of general circulation in the City of Morgantown, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the City Council on Tuesday, August 17, 2021, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Clerk, City of Morgantown, Morgantown, West Virginia.

First Reading: August 10, 2021

Second Reading
and Public Hearing: August 24, 2021

CITY OF MORGANTOWN, a municipal corporation

Mayor: _____

Clerk: _____

CITY OF MORGANTOWN

AN ORDINANCE AMENDING ARTICLE 929, SECTIONS 929.05 AND 929.06, OF THE MORGANTOWN CITY CODE, AS THE SAME APPLY TO STORMWATER MANAGEMENT RATES AND FEES.

The City of Morgantown hereby ordains that Sections 929.05 and 929.06 of its Streets, Utilities and Public Services Code are amended to state as follows:

929.05 FLAT RATE CHARGES.

(a) Effective for bills rendered on or after August 25, 2021, the monthly service charge for users occupying a single-family residential dwelling, as defined by the Director, shall be ~~five dollars and eighty-eight cents (\$5.88)~~ six dollars and ninety-four cents (\$6.94).

(b) Effective for bills rendered on or after July 1, 2023, the monthly service charge for users occupying a single-family residential dwelling, as defined by the Director, shall be seven dollars and fifteen cents (\$7.15).

(c) Effective for bills rendered on or after July 1, 2024, the monthly service charge for users occupying a single-family residential dwelling, as defined by the Director, shall be seven dollars and thirty-seven cents (\$7.36).

(d) Effective for bills rendered on or after July 1, 2025, the monthly service charge for users occupying a single-family residential dwelling, as defined by the Director, shall be seven dollars and fifty-nine cents (\$7.58).

(e) Residential dwellings in the Forest-Poplar watershed, as defined by the Director, shall monthly pay, in addition to the monthly service charge, a debt service surcharge of ~~\$13.28~~ \$12.49, which amount shall be solely dedicated to the cost of capital improvements for stormwater management completed in this watershed under and/or related to MUB Contract 1-2014 A. The debt service surcharge will be evaluated annually and, in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted. Ten (10) years following the effective date of this surcharge, and/or upon full funding of the debt service reserve, the surcharge shall be reduced by ten percent (10%). Upon full satisfaction of the debt, this surcharge shall expire.

(f) City Council may, from time to time, by ordinance, change these service charges.

929.06 CHARGES BASED ON LAND AREA.

(a) Effective for bills rendered on or after August 25, 2021, the monthly service charge for properties other than described in section 929.05 shall be computed in the following manner: ~~two dollars and thirty-five cents (\$2.35)~~ two dollars and seventy-seven cents (\$2.77) per 1,000 square feet of impervious area upon the property, as determined by the Director.

(b) Effective for bills rendered on or after July 1, 2023, the monthly service charge for properties other than described in section 929.05 shall be computed in the following manner: two dollars and eighty-five cents (\$2.85) per 1,000 square feet of impervious area upon the property, as determined by the Director.

(c) Effective for bills rendered on or after July 1, 2024, the monthly service charge for properties other than described in section 929.05 shall be computed in the following manner: two dollars and ninety-four cents (\$2.94) per 1,000 square feet of impervious area upon the property, as determined by the Director.

(d) Effective for bills rendered on or after July 1, 2025, the monthly service charge for properties other than described in section 929.05 shall be computed in the following manner: three dollars and three cents (\$3.03) per 1,000 square feet of impervious area upon the property, as determined by the Director.

(e) Properties in the Forest-Poplar watershed, as defined by the Director, shall monthly pay, in addition to the monthly service charge, a debt service surcharge of five dollars and thirty-one cents (\$5.31) four dollars and ninety-nine cents (\$4.99) per 1,000 square feet of impervious area upon the property, which amount shall be solely dedicated to the cost of capital improvements for stormwater management completed in this watershed under and/or related to MUB Contract 1-2014 A. The debt service surcharge will be evaluated annually and, in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted. Ten (10) years following the effective date of this surcharge, and/or upon full funding of the debt service reserve, the surcharge shall be reduced by ten percent (10%). Upon full satisfaction of the debt, this surcharge shall expire.

(f) Service charges for a multi-unit property shall be billed to each individual tenant upon the property in a fair and proportionate share of the total property service charge, if said tenant has an individual drinking water service meter. At the discretion of the property owner, or if the individual tenants do not have individual drinking water service meters, service charges for a multi-unit property may be billed to the property owner. A property owner exercising this choice must complete a written agreement as required by the Director.

(g) The Director shall assign discount credits to those newly constructed properties employing volumetric flow reduction facilities. The Director may further assign discount credits to those existing properties employing rate of flow reduction practices. Such credits may be provided only for additional volumetric flow reductions achieved voluntarily above and beyond the levels otherwise required by this article.

(h) The City Council may, from time to time, by ordinance, change these rate charges.

This ordinance shall be effective for bills rendered on or after August 25, 2021.

First Reading: August 10, 2021

Second Reading
and Public Hearing: August 24, 2021

CITY OF MORGANTOWN, a municipal corporation

Mayor: _____

Clerk: _____

AN ORDINANCE AMENDING THE FY 2021-2022 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

The City of Morgantown hereby ordains:

That the FY 2021-2022 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 02) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

Ora Ash, Deputy State Auditor
 West Virginia State Auditor's Office
153 West Main Street, Suite C
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER
 Fiscal Year Ending: **2021-2022**
 Fund: **General**
 Revision Number: **2**
 Pages: **1 of 1**

Person To Contact Regarding Request:

Name: **Kevin Tennant**
 Phone: **304-284-7407**
 Fax: **304-284-7418**

City of Morgantown
 GOVERNMENT ENTITY
 389 Spruce Street
 STREET OR PO BOX
 Morgantown 26508
 CITY ZIP CODE

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

Explanation for Account # 378, Municipal Specific:
Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
410	City Council	60,291	1,600		61,891
444	Contributions / Transfers to Other Funds	12,087,400	7,218		12,094,618
699	Contingencies*	1,500,000		9,178	1,490,822
750	Streets and Highways	2,965,741	385,780		3,351,521
752	Signs and Signals	662,500		385,780	276,720
906	Arts & Humanities	99,806	360		100,166
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

RESOLUTION SUPPORTING THE CITY OF MORGANTOWN SEEKING APPROVAL FOR A UTILITY BOX MURAL IN MORGANTOWN

WHEREAS, the City of Morgantown wishes to support efforts to develop public art and murals throughout the community and support downtown revitalization and beautification efforts; and

WHEREAS, the City Council recognizes the importance of arts and culture in economic development, quality of life, tourism development, educational opportunity, and civic involvement; and has identified “Arts and Culture” as a strategic goal of the City; and

WHEREAS, the City of Morgantown Department of Arts & Cultural Development has partnered with local businesses, nonprofit organizations, groups, and individuals to create opportunities for local artists to create murals and artistic designs to enhance utility boxes in Morgantown contributing to the aesthetics and quality of life; and

WHEREAS, an application approved by the West Virginia Department of Transportation Division of Highways would allow the City and Department of Arts & Cultural Development to install murals on utility boxes and other public spaces, paving the way for future murals and public art projects.

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown, this ____ day of _____, 2021, that City Council and the Mayor do hereby SUPPORT and ENCOURAGE an application in the form attached to this Resolution be submitted by the Arts & Cultural Development Department to the West Virginia Department of Transportation Division of Highways on behalf of the Alpha Phi sorority to seek approval for the placement of mural on a utility box located at 261 Willey Street in downtown Morgantown.

Mayor

City Clerk

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

Application to install ART within DOH right-of-way

GUIDELINES/APPLICATION PROCESS

With respect to the Division of Highways (DOH), “ART” includes, but is not necessarily limited to any painting, mural, illustration, imprint, sketch, rendering, etching, depiction, representation, sculpture, obelisk, or any similar feature that has an intrinsic aesthetic quality. The DOH recognizes the value ART can provide to communities, and feels it is in the public interest to allow, when appropriate, the placement and installation of ART within DOH rights-of-way or upon real property owned by the DOH (collectively referred to in this application as “right-of-way”), or on an existing/previously constructed DOH facility or structure (whether funded with State or federal funds), including but not necessarily limited to bridge piers; bridge abutments; bridge parapets; retaining walls; sound/noise barriers; tunnels; salt sheds; fences; or similar structures.

Only political subdivisions of the State of West Virginia will be permitted, as appropriate, to install ART within DOH right-of-way. Such political subdivisions, which may include County Commissions, municipalities or other similar entities, may submit to the DOH applications to install ART within DOH right-of-way.

- With respect to DOH right-of-way, ART:
 - cannot represent a roadside area of concern (per AASHTO Roadside Design Guide);
 - cannot adversely impact the ability of the DOH to adequately maintain the State Highway System;
 - shall not be installed within the traveled way of a roadway nor along the travel surface of any DOH facility;
 - shall not contain offensive, pornographic or objectionable material;
 - shall not contain any items of a political nature;
 - shall comply with DOH outdoor advertising rules and regulations;
 - shall not include motion or changeable message signs;
 - shall conform to DOH Traffic Engineering Directives regarding “Public Service Signs”;
 - shall include no depiction, illustration or other representation of any traffic control device, particularly stop signs;
 - shall not be installed on any highway sign or support; and
 - shall not include wayfinding or similar civic signs.
- The DOH will review each ART proposal and shall notify the applicant, in writing, as soon as practicable of the results of DOH review.
 - Proposed locations of ART and proximity to DOH roadways may be reviewed with respect to vehicular and/or pedestrian access, crash data, and other factors DOH determines to be appropriate and germane to the proposal.
 - As necessary and appropriate, the DOH will coordinate with the Federal Highway Administration (FHWA) and will obtain, if necessary, FHWA concurrence or approval of ART proposals.
 - The DOH may discuss ART proposals with personnel of the Division of Culture and History or other art councils, as appropriate.
 - The DOH reserves the right to require applicant to conduct a public meeting to obtain input regarding proposed ART.
- Applicants will be provided an opportunity to address any comments or concerns provided by the DOH regarding ART proposals.
- If the applicant cannot adequately address DOH comments or concerns, the proposed ART project will not be approved by the DOH.

- If DOH approves an ART project proposal, DOH then will execute with applicant an agreement regarding the ART.
- Unless otherwise noted, applicant will be responsible for administering and funding all design; acquisition of any easement; obtaining any other approvals or permits of any nature; addressing any utility issues; installation/construction of the proposed ART; providing traffic control in accordance with the approved traffic control plan; maintenance (including any replacement or repair); and any other pertinent issue regarding the ART.
- If DOH later determines that the removal of ART is necessary (including removal by DOH of the facility on which the ART is installed):
 - DOH may remove ART and shall have no financial obligation to compensate applicant;
 - DOH shall not be required to replace ART or provide other right-of-way in which applicant may install ART;
- If DOH determines that the disposal of the right-of-way on which the ART is installed is appropriate, the DOH will make every appropriate effort to provide sufficient notification to all affected parties of such pending disposal, however:
 - the DOH agreement with the applicant concerning ART terminates upon disposal by DOH of the affected right-of-way
 - the DOH shall have no financial obligation to compensate applicant;
 - the DOH shall not be required to replace ART or provide other right-of-way in which applicant may install ART.

APPLICATION FOR INSTALLATION OF ART WITHIN DOH RIGHT-OF-WAY

(NOTE THAT DOH MAY REJECT OR RETURN APPLICATION THAT DOES NOT INCLUDE ALL ITEMS OR INFORMATION REQUESTED/INDICATED)

Date of Application:

Wednesday, February 24, 2021

I. APPLICANT INFORMATION: **CITY OF MORGANTOWN ARTS & CULTURAL DEVELOPMENT DEPARTMENT**

A. Applicant is of which type of political subdivision:

Municipality County agency State agency Other political subdivision 1. If submitted by a municipality, application is to include a City resolution expressing support of the proposal—City Resolution included? Yes No N/A2. If submitted by a County agency, application is to include a County Commission resolution expressing support of the proposal—County Resolution included? Yes No N/AB. Applicant Mailing Address: 389 Spruce Street, Morgantown, WV 26505C. Applicant Telephone: 304-284-7472D. Applicant Website (if none, indicate "none"): https://www.morgantownwv.gov/

E. Applicant Contact Information:

F. Name of individual with whom WVDOH should coordinate: Choose an item. Vincent KitchG. Contact Person Title: Director Arts & Cultural DevelopmentH. Contact Person Email Address: vkitch@morgantownwv.gov

I. Contact Person Mailing Address, if different than applicant mailing address: _____

II. ART PROJECT INFORMATION:

A. Location of proposed ART project

1. County (if multiple Counties, list all) Monongalia2. City in Morgantown

3. DOH roadway(s) affected

a. to be installed within right-of-way of which route(s) 261 Willey Street, Morgantown - Rt 119b. to be installed on bridge/structure carrying which route(s) NAc. to be installed on DOH structure along which route(s) NA4. Location map clearly identifying the proposed location(s) of the ART with respect to the State Highway System and means of access to the ART included (utilize DOH County maps, accessible at <http://www.transportation.wv.gov/highways/programplanning/gti/GIS/MAPS/Pages/WVCountyMaps.aspx>) Yes NoB. Provide description/details/plans regarding the ART proposal See attached

C. Provide narrative and conceptual illustration describing the proposed ART and its cultural, historical or other significance to the community

See attachedD. Conceptual illustration regarding the proposed ART included? Yes No

E. Identify any other entities (public or private) with whom applicant has coordinated the development of this ART proposal (e.g., local art council, community organizations, etc.)

This project was coordinated by the City of Morgantown in partnership with Alph Phi Sorotity to ensure compliance and cohesiveness with the City of Morgantown Mural Program.

F. Indicate who will be installing the ART (applicant employees, volunteers, local artists, etc.)

Morgantown Printing and Binding, professional wrap installers.

G. Describe the physical method(s) by which ART is to be installed (e.g., painted from scaffolding, etc.)

The artwork consists of a vinyl wrap that will be applied to the utility box. The wrap is easily installed and easy to remove if necessary. It will not impede access or use of boxes in any way. Vents in the boxes will be cut open and remain in effect. This is an extension of a previous City of Morgantown utility box program.

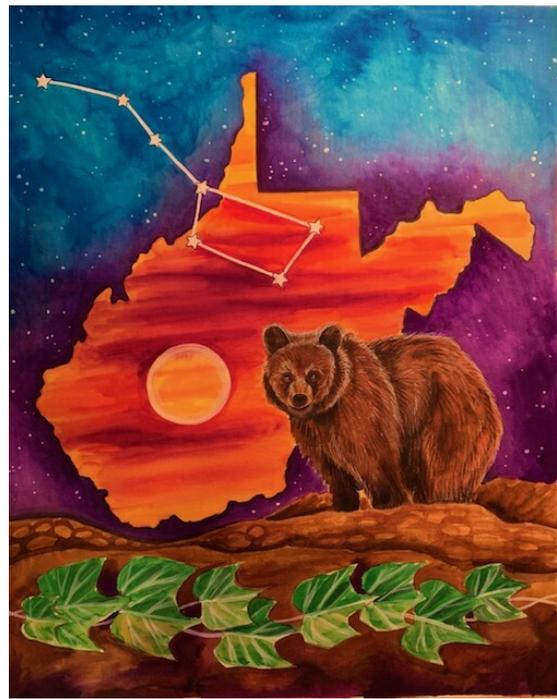
- H. Identify/describe any proposed utility work or involvement associated with ART proposal (if none anticipate, indicate “none”)

None

- I. Analyses regarding sight distance and clear zone included with this application? Yes No
- J. Applicant’s plan for maintenance of traffic (including pedestrian facilities) during installation, and during maintenance activities included? Yes No
- K. Describe the method and frequency by which applicant will maintain ART after installation
The wrapped box will be evaluated monthly to ensure they are free from damage or vandalism and the wrap will be removed and replaced should it become necessary.
- L. Provide copies of agreements, permits or other documents between applicant and any other party that will be installing ART, regarding any aspect of the installation of ART by other parties, with indemnification of DOH—agreements included? Yes No N/A
- M. Provide copy of certificate of liability insurance covering applicant and any other entity implementing ART project—certificate(s) included? Yes No N/A
1. General commercial liability insurance policy with minimum limit of One Million Dollars (\$1,000,000.00)? Yes No N/A
 2. Department added as an additional insured under policy? Yes No N/A
 3. Policy with an insurer or agent authorized to do business in West Virginia, as required by applicable law? Yes No N/A
- N. Applicant contacted Miss Utility [Click here to enter a date.](#)
1. Utility located (or to be located) within area of ART project Yes No
If yes, identify utility(ies) _____
 2. Utility relocation, adjustment, and/or installation appears to be necessary to implement ART project Yes No
 3. Applicant acknowledges that applicant accepts responsibility for monthly utility cost associated with ART project Yes No N/A
- O. Applicant’s proposed implementation schedule for ART project:
1. Begin work within DOH right-of-way **Friday, September 24, 2021**
 2. Complete work within DOH right-of-way **Sunday, October 31, 2021**

- III. Printed applications (one original and a CD or USB containing PDF of application) are to be submitted to:
Commissioner’s Office of Economic Development
1900 Kanawha Boulevard, East
Building 5, Room 164
Charleston, West Virginia 25305

Alpha Phi Sorority
261 Willey Street
Morgantown, WV 26505





Patricia Loy-Colebank

There is certainly no shortage of beauty to paint in West Virginia. I grew up here, and feel that West Virginia (Morgantown specifically) offers people the best of both worlds—big city culture, and lush, colorful nature.

This artwork features some of that West Virginia beauty, and represents my belief that women should do all in their power to lift each other up.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Eastern Region
West Virginia

FAA BEC AFO
176 Airport Circle
Room 101
Beaver, WV 25813

Airport Rescue Grant Transmittal Letter

August 5, 2021

Mr. A. Kim Haws
City Manager
430 Spruce Street
Morgantown, WV 26505

Dear Mr. Haws:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-54-0015-048-2021 for Morgantown Municipal-Walter L Bill Hart Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 24, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Michael Adkins, michael.s.adkins@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,


[Matthew Di Giulian \(Aug 5, 2021 11:27 EDT\)](#)

Matthew Di Giulian
Manager, Beckley AFO



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 5, 2021 _____

Airport/Planning Area Morgantown Municipal-Walter L Bill Hart Field Airport

Airport Rescue Grant No. 3-54-0015-048-2021

Unique Entity Identifier 177686867

TO: City of Morgantown

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 12, 2021, for a grant of Federal funds at or associated with the Morgantown Municipal-Walter L Bill Hart Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Morgantown Municipal-Walter L Bill Hart Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Morgantown Municipal-Walter L Bill Hart Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$59,000, allocated as follows:
 - \$59,000 ARPA KW2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 24, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
1. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 2. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated August 5, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Matthew Di Giulian

Matthew Di Giulian (Aug 5, 2021 11:27 EDT)

(Signature)

Matthew Di Giulian

(Typed Name)

Manager, Beckley AFO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Morgantown

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Morgantown, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 12, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/regulations_policies/advisory_circulars

**RESOLUTION AUTHORIZING AN APPLICATION FOR THE WVDEP
COVERED ELECTRONIC DEVICES GRANT**

Whereas, the Morgantown City Council recognize(s) the existence of a litter problem within the boundaries of Morgantown, and

Whereas, the West Virginia Covered Electronic Devices Takeback Program of the year FY2022 provides grants through the West Virginia Department of Environmental Protection for the purpose of establishing electronic recycling or takeback programs, and

Whereas, having reviewed and considered the policies and procedures relating to the Covered Electronic Devices Takeback Grant Program,

Be it resolved that the Morgantown City Council

Hereby endorse(s) and support(s) such a program/event for City of Morgantown as is indicated in the attached application and

Hereby authorize(s) Robyn Hess, City Grant Writer to plan, budget, and apply for a grant that, if approved, will be used to fund said program being in accord with the policies and procedures governing use and expenditure of said funds.

Adopted on: 08/24/2021
Date

Signature of Authorized Person

Mayor
Title

Ordinance No. 2021-____

**AN ORDINANCE AUTHORIZING AN EASEMENT TO
MONONGAHELA POWER COMPANY IN
THIRD WARD DISTRICT, TAX MAP 26A, PARCELS 112, 113, AND 114**

The City of Morgantown hereby ordains that the City Manager is authorized to execute an easement with Monongahela Power Company in the form attached to this ordinance, providing for an underground utility line easement, and such additional or ancillary documents necessary and convenient to accomplish the project described within the easement.

Adopted this ____ day of September, 2021.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

FOR VALUABLE CONSIDERATION RECEIVED, City of Morgantown
_____, a municipal corporation,

(hereinafter called "Grantor") hereby grants and conveys unto Monongahela Power Company, an Ohio corporation, its successors and assigns, (hereinafter called "Grantee") a perpetual easement over, upon, in and through lands of the Grantor located in MONONGALIA County, Third Ward District/Township, State of WEST VIRGINIA, at the address Fayette St and Alley Way Parcels 112-114 of Tax Map 26A, containing _____ acres, more or less, acquired by the Grantor by, and described in, that certain deed recorded in Volume 185, 417,599 at Page 415,309,705 of the Deed Records of said County, together with the continuing right of reasonable access thereto or any portion thereof over said lands, as required for the construction, burial, operation, maintenance, repair, alteration, reconstruction and removal, from time to time, of electric distribution lines and additions thereto, including all wires, transformers, pedestals, vaults, conduit and other fixtures, equipment and appurtenances (and, where required, all poles, anchors, guy wires and other supporting structures) used in connection therewith (all hereinafter collectively called "facilities"), which easement shall be located having a centerline, at ground surface elevation, as shown on drawing marked "Exhibit A," attached hereto as a part hereof, or on any necessary revisions thereof (the area so required for said easement being hereinafter called the "premises"). The easement shall be 10 feet in width, with 5 feet on each side of the centerline.

The Grantor and its successors in ownership of the premises shall not, and shall not permit others to, plant any trees or erect or place any buildings or other structures on said premises, nor alter the surface elevation of said premises from the elevation existing upon completion of construction and/or burial of facilities hereunder, nor use said premises for any purpose which may be inconsistent with the exercise by the Grantee of its rights hereunder or which may endanger or interfere with said facilities.

The Grantee shall at all times have the right to clear, control, cut, trim and remove trees, limbs, shrubs, brush and growths from said premises or which in its opinion may interfere with the exercise of its rights hereunder or endanger said facilities. The Grantee shall pay for all other damage sustained by the Grantor or its said successors resulting from the construction, burial, operation, maintenance, repair, alteration, reconstruction or removal of said facilities by the Grantee and not caused or contributed to by the Grantor or its said successors or by the agents or invitees of any of them.

The Grantor, for itself, its successors and assigns, covenants that it is the true and lawful owner of said lands and has full right and power to grant and convey said easement as herein provided. The undersigned hereby declares that the total consideration paid for the property transferred hereby is, to the best of his knowledge and belief, \$1.00.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____ (MONTH/YEAR).

ATTEST:

(SECRETARY) By _____
(VICE PRESIDENT)

STATE OF _____ }
COUNTY OF _____ } SS:

I, _____, a Notary Public in and for said County, hereby certify that _____ of _____, who signed the foregoing instrument, has this day before me acknowledged the same to be the free act and deed of said corporation.

Given under my hand this _____ day of _____ (MONTH/YEAR).
My Commission Expires _____

(NOTARY PUBLIC)

Grantor acquired by:

Deed From _____

Will Of _____

Inherited From _____

All _____ Part _____

Remarks _____

Name _____

Title _____

District _____

County _____

Date _____

WBS Element/Internal Order _____

Remarks _____

RESOLUTION

WHEREAS, City Administration has presented to Morgantown City Council a 2021-2022 budget revision for the Morgantown Capital Escrow Fund and has requested that City Council review and approve the same;

WHEREAS, the budget revision in question, a copy of which is hereto attached, appear to not only be in proper form, but also, acceptable as to income and expenditures set forth therein;

WHEREAS, City Council is of the opinion that it should approve said budget revision.

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this _____ day of _____, 2021, that the 2021-2022 Budget Revision for the Morgantown Capital Escrow Fund Budget hereto attached is approved.

Mayor

City Clerk

**CITY OF MORGANTOWN
CAPITAL ESCROW FUND - REVISION 01
FY 2021-2022**

REVENUES	BUDGET FY22	PROPOSED REV 01	PROPOSED AMENDED BUDGET	EXPLANATION
		-		
		-		
EXPENDITURES	BUDGET FY22	PROPOSED REV 02	PROPOSED AMENDED BUDGET	EXPLANATION OF EXPENDITURES
Contributions - Mon River Trail Conservancy	70,000	22,000	92,000	Deckers Creek Undercut Repair project - increased subcontractor costs
Contributions - WVU School of Public Health	6,440	5,058	11,498	Fund Transportation Equity Project per C.O.W request
Contributions - Other	5,000	22,250	27,250	Landlord Incentive Program
Planning & Zoning - Pedlet	-	20,000	20,000	Pedlet pilot project on High Street
Woodburn Building Improvements	10,493	50,000	60,493	Various Repairs needed for tenants - HVAC, Hot Water Heater, dishwasher/kitchen repairs; freezer repairs; plumbing
Contingencies	557,644	(119,308)	438,336	
		-		